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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 R.F. MOLLNO, INC. dba
11 THE PERMIT COMPANY, a
California corporation,

12 Plaintiffs,

13 v.

14 MICHAEL LEHRACK; and ON TIME
15 PERMITS, LLC, a California
corporation,

16 Defendants.
17

CASE NO. CV08-02673 VBF (RCx)

~~[PROPOSED]~~ JUDGMENT
AGAINST DEFENDANT MICHAEL
LEHRACK

1 The Court has advised that Plaintiff R.F. Mollno, Inc. dba The Permit Company
 2 ("TPC") and Defendant Michael Lehrack ("Lehrack") have entered into a written
 3 Settlement Agreement effective October 20, 2008 and has been advised that one of the
 4 terms in that Settlement Agreement requires the submission for entry by this Court of
 5 this Judgment against Lehrack. Pursuant to the Stipulation by TPC and Lehrack for
 6 entry of this judgment against Lehrack, IT IS HEREBY ORDERED AND
 7 ADJUDGED AS FOLLOWS:

8 1. Federal Rule of Civil Procedure 54(b). Pursuant to Rule 54(b) of the
 9 Federal Rules of Civil Procedure, the Court finds that although this Judgment relates
 10 to fewer than all claims or parties in this action, there is no reason to delay entry of
 11 judgment against Lehrack until this action is resolved or finally determined as to
 12 defendant On Time Permits, LLC. The Court further finds that it is in the interests of
 13 judicial efficiency and promotes the public policy favoring settlement for the Court to
 14 direct entry of a final judgment against Lehrack at this time.

15 2. Permanent Injunction. Lehrack is hereby permanently enjoined from
 16 (either directly himself or indirectly through any entities, agents, representatives,
 17 designees, or persons acting in concert with him):

18 (a) using any property or material belonging to TPC, including
 19 confidential, proprietary, and trade secret information as well as any source code or
 20 software program elements Lehrack wrote for TPC during his employment at TPC
 21 (including, but not limited to, TPC's "permit program" and software he developed
 22 related to TPC's fax server);

23 (b) contacting or soliciting any of TPC's customers related to
 24 business in the transportation permit industry;

25 (c) ever performing any work or services (either directly or
 26 indirectly, himself, through any company or entity or for any client) in the
 27 transportation permit industry or related to transportation permits except that Lehrack
 28 may provide services to federal, state, county or local government entities or agencies

1 involved with transportation permits.

2 3. Dismissal of Claims against Lehrack. Except as provided by the
3 permanent injunction terms in section 2 above, TPC's claims against Lehrack in this
4 Action are dismissed with prejudice (pursuant to the terms of the Settlement
5 Agreement between TPC and Lehrack).

6 4. Continuing Jurisdiction. This Court shall retain continuing jurisdiction
7 over Lehrack and the subject matter herein to enforce this judgment.

8 5. Attorney's Fees and Costs. Lehrack shall bear his own attorney's fees and
9 costs incurred in defense of this action. TPC reserves its claim to recover from OTP
10 and/or any other parties (other than Lehrack) attorney's fees and costs incurred in
11 connection with this action.

12
13 IT IS SO ORDERED.

14 Dated: November 18, 2008

15
16 *Valerie Baker Fairbank*

17 HON. VALERIE BAKER FAIRBANK

18 JUDGE OF THE UNITED STATES
19 DISTRICT COURT FOR THE
20 CENTRAL DISTRICT OF CALIFORNIA